

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

FILED

JUN - 5 2002

ROBERT D. DENNIS, CLERK
U.S. DIST. COURT, WESTERN DIST. OF OKLA.
BY DEPUTY

(1) EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION, }

Plaintiff, }

v. }

(1) JOE BROWN COMPANY, INC., }

Defendant. }

Case No. CIV-01-1525-HE

DOCKETED

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission ("EEOC"), and Joe Brown Company, Inc. in the United States District Court for the Western District of Oklahoma, with regard to the EEOC's Complaint filed on September 27, 2001 (Complaint), in Civil Action No. CIV-01-1525-HE. The Complaint is based upon a Charge of Discrimination filed by Willie Thompson, Charging Party, against the Defendant employer.

The above-referenced Complaint alleges that the Defendant Joe Brown Company, Inc. violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by subjecting Mr. Thompson to a racially hostile work environment because he is African-American and then terminating him in retaliation for his complaints about the discrimination. The Defendant employer denies all of the allegations made in the Complaint filed by EEOC.

The EEOC and Defendant Joe Brown Company, Inc. agree to compromise and settle the differences embodied in the Complaint and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree ("Consent Decree").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in EEOC Charge Nos. 311 98 1182 and 311 99 1673. This Decree further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC and Mr. Thompson waive further claims and/or litigation on all issues raised in the above-referenced Charge and Complaint. The EEOC does not waive processing or litigating charges other than the above-referenced Charges. Mr. Thompson and his wife, Dellfene Hooks, agree they shall execute a separate release agreement.

2. The parties agree that this Consent Decree does not constitute an admission by the Defendant of any liability or wrongdoing. The Defendant expressly denies any violation of local, state or federal law, common or statutory, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended or Title I of the Civil Rights Act of 1991.

3. Defendant, Joe Brown Company, Inc., agrees that it shall conduct all employment practices in a manner that does not discriminate on the basis of race, color, sex, religion or national origin in violation of Title VII of the Civil Rights Act of 1964, as amended and Title I of the Civil Rights Act of 1991. Defendant will maintain a workplace environment free from racial discrimination.

4. Defendant, Joe Brown Company, Inc. agrees to post the Notice appended hereto as Attachment "A" at each of its facilities. A copy of Joe Brown Company, Inc.'s Equal Employment Opportunity - Harassment Policy will be distributed to each employee. This distribution must be accomplished within six months after the Consent Decree is entered. New employees will be given a copy of Joe Brown Company's Equal Employment - Harassment

Policy within thirty days of their hire. This procedure will remain in effect during the eighteen (18) months of this Consent Decree. Attachment "A," shall be and will remain posted at all facilities during the eighteen (18) month pendency of this Consent Decree.

5. Defendant, Joe Brown Company, Inc., shall implement Equal Employment Opportunity training regarding policies and procedures related to racial discrimination in the workplace. Within 120 days after the Consent Decree is entered, Joe Brown Company, Inc., agrees to conduct Racial Discrimination Training for all the employees of Joe Brown Company, Inc. The training will advise employees of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees of the complaint procedure for individuals who believe they have experienced racial discrimination. The training will advise employees, including supervisors and managers, of the consequences of violating Title VII. The training will also include a specific discussion or instruction relating to the issue of racial discrimination. The training shall be at least one hour in duration. Within ten (10) days after the training is conducted, Defendant Joe Brown Company, Inc., agrees to give written notice to the EEOC as to the date and location of the training, the name of the person providing the training and the substance of the training. Training shall be conducted twice during the term of this eighteen (18) month agreement.

6. Defendant, Joe Brown Company, Inc., agrees to provide the EEOC with a quarterly analysis showing the race/ethnicity of all persons hired during the quarter, during the term of this 18 month agreement, the position for which each person was hired and the store location for which each person was hired.

7. Defendant, Joe Brown Company, Inc., agrees to provide the EEOC with a report every six months during the term of this Consent Decree of all complaints of racial

discrimination made to company management by employees. The report shall include the name of the employee making the complaint, a brief description of the complaint, the identity of the person who allegedly discriminated, the date of the alleged discrimination and all action taken by the company as a result of the complaint.

8. Defendant, Joe Brown Company, Inc., agrees to remove from all personnel files of Willie Thompson, all documents, entries and references relating to: the facts and circumstances which led to the filing of his Charge of Discrimination; the Charge itself; and the complaint filed by the EEOC in federal court based upon his Charge. Defendant shall send a report to the EEOC within ten (10) days after expungement, describing the specific items expunged from Willie Thompson's personnel file.

9. Joe Brown Company, Inc. agrees to provide a neutral employment reference for Willie J. Thompson limited to the dates of his employment, the last position held and the last salary earned.

10. Defendant, Joe Brown Company, Inc., agrees that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge; giving testimony or assistance or participating in any manner in any investigation, proceeding or hearing under Title VII.

11. Defendant, Joe Brown Company, Inc., agrees to pay Willie J. Thompson the amount of Twenty Five Thousand and no/100 dollars (\$25,000.00) to resolve all claims for damages brought by the EEOC. In addition, the Defendant and Mr. Willie Thompson agree that all compensation tendered herein is for personal injuries claimed by Mr. Thompson, as set forth in the separate release executed by the Charging Party, Dellfene Hooks and Defendant.

12. The payment referenced in paragraph 11, above, shall be made forty five (45) days after the date of entry of this Consent Decree by check made payable to Willie J. Thompson as agreed by EEOC and the Defendant.

13. Defendant, Joe Brown Company, Inc., agrees to report to the EEOC within ninety (90) days of entry of this Consent Decree regarding its compliance with the agreements set forth in paragraphs 4, 8 and 11, above.

14. All reports to the EEOC required by this Decree shall be sent to Michelle M. Robertson, Trial Attorney, U.S. EEOC, 210 Park Avenue, Suite 1350, Oklahoma City, OK, 73102.

15. If Defendant, Joe Brown Company, Inc., fails to tender payment or otherwise fails to timely comply with the terms of paragraphs 11-12, above, Defendant Joe Brown Company, Inc., shall:

- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

16. Neither the EEOC, Willie Thompson, nor Defendant Joe Brown Company, Inc., shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Defendant Joe Brown Company, Inc., fails to perform the promises and

representations contained herein. The EEOC shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court.

17. The EEOC and Willie J. Thompson shall not bring further suit or intervene in any suit against Defendant based upon the above-referenced discrimination charge, any of the allegations contained therein, the EEOC's investigation of the charge or the underlying facts.

18. The parties to this Consent Decree agree to bear their own costs and attorney's fees associated with the above-referenced Complaint.

19. The term of this Decree shall be for eighteen (18) months.

SO ORDERED, ADJUDGED AND DECREED this 5th day of

June, 2002.



U.S. DISTRICT COURT JUDGE

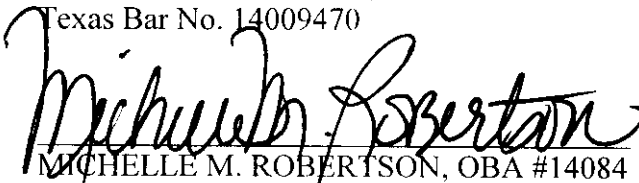
APPROVED FOR ENTRY:

FOR PLAINTIFF U.S. E.E.O.C.:

TOBY W. COSTAS
Acting Regional Attorney
Texas Bar No. 04855720

ENTERED ON JUDGMENT DOCKET ON JUN - 5 2002

SUZANNE ANDERSON
Supervisory Trial Attorney
Texas Bar No. 14009470



MICHELLE M. ROBERTSON, OBA #14084

Trial Attorney

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

Area Office for the State of Oklahoma
210 Park Avenue, Suite 1350
Oklahoma City, Oklahoma 73102
Tel No. (405) 231-4363
Fax No. (405) 231-4340

FOR DEFENDANT, JOE BROWN COMPANY, INC.:



Michael F. Lauderdale, OBA #14265

Samuel R. Fulkerson, OBA #14370

MCAFEE & TAFT

Tenth Floor, Two Leadership Square

211 N. Robinson

Oklahoma City, OK 73102

Tel. No. (405) 235-9621

Fax No. (405) 235-0439

Attachment “A”

NOTICE TO ALL EMPLOYEES

This NOTICE is being posted pursuant to a Conciliation Agreement between JOE BROWN COMPANY INC., and the U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC). This NOTICE will be conspicuously posted for a period of eighteen (18) months at this facility and in all places where employment notices are posted. It must not be altered, defaced, or covered by any other material.

POLICY: Discrimination of any kind can and often will detract from employees' job performance, discourage employees from remaining on the job, keep employees from advancing in their careers and lowers overall employee morale and productivity. It is the policy of Joe Brown Company Inc. that racial discrimination and harassment are unacceptable conduct and will not be condoned.

PURPOSE: It is the purpose of this policy to reaffirm and amplify the position of Title VII of the Civil Rights Act of 1964, as amended, and the Equal Employment Opportunity Commission's guidelines on racial discrimination and to reiterate Joe Brown Company Inc.'s policy on discrimination.

SCOPE: This policy extends to all employees of Joe Brown Company Inc., both management, non- management, and temporary/probationary.

DEFINITION: Racial discrimination occurs when an employment decision is made based on a person's race rather than on legitimate factors. Race discrimination can also occur based on an employee's association with a person of a protected class.

RESPONSIBILITY: Each level of management is responsible for ensuring that all personnel policies, procedure, and activities are in full compliance with applicable federal, state, and local equal employment laws, statutes, rules, and regulations regarding racial discrimination and harassment. Employees are expected to read, understand, and follow Joe Brown Company Inc.'s policies against racial discrimination.

REPORTING PROCEDURES: Any employee who believes that he or she has been subjected to racial discrimination is expected to report the alleged act as soon as possible to either that person's immediate supervisor, any supervisor or manager with Joe Brown Company Inc. or to the Human Resources Department. The Human Resources Department may be contacted at 20 3rd N.E., Ardmore, Oklahoma 73401 or by telephone at (580) 223-4555. Supervisors and managers who are informed of an alleged incident of racial discrimination must immediately notify the Human Resources Department.

A person either alternatively, or in addition to reporting such an allegation to company officials, may contact the U.S. Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The address and telephone number of the U.S. EEOC office is 210 Park Avenue, Suite 1350, Oklahoma City, OK 73102; (405) 231-4911. Information about your rights and how to file a charge is available on the Internet at www.eeoc.gov.

INVESTIGATION OF COMPLAINTS: A complete investigation of each complaint will be undertaken immediately by the Human Resources Department. The investigation may include interview of all employees and supervisors at the facility, the inspection of documents, including personnel records, and full inspection of the premises.

PUNISHMENT FOR VIOLATION: Employees engaged in racial discrimination can expect serious disciplinary action. After appropriate investigation, any employee, whether management or non-management, who has been found to have discriminated against another employee will be subject to appropriate sanctions, depending on the circumstances, from a written warning in his or her personnel file up to and including termination of employment.

RETALIATION: There shall be no retaliation against any employee because that person has opposed what they believe to be unlawful employment practices; or has filed a charge of discrimination, or has given testimony, assistance, or has participated in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964. Joe Brown Company Inc. will not punish you for reporting racial discrimination simply because you have made a complaint under the above guidelines.

PROTECTION OF PRIVACY: The question of whether a particular action or incident constitutes racial discrimination requires a determination based on all available facts. Joe Brown Company Inc. will therefore make a concerted effort to protect the privacy of all personnel. Confidential information will be shared on a need-to-know basis to complete the investigation and to deal appropriately with the situation.

EXCEPTIONS: There are no exceptions to this policy.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE. THIS NOTICE WILL BE POSTED FOR A PERIOD OF EIGHTEEN MONTHS.

Signed this 31st day of May, 2002.

5-23-02
Date

5/31/02
Date



Joe Brown Company Inc.


Joyce Davis Powers
Area Director
Equal Employment Opportunity Commission